



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES**

Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
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May 22, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human services, Division of Long Term Supports and Services, to exercise a renewal option and amend an existing agreement with the Area Agency of Greater Nashua, Inc., dba Gateways Community Services (Vendor #155784), 144 Canal Street, Nashua, New Hampshire, to continue the provision of Financial Management Services by managing payments to family caregivers for respite and support services they receive, by increasing the price limitation by \$867,355.55 from \$2,098,881.10 to \$2,966,236.65 and by extending the contract completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 50% Federal Funds and 50% General Funds.

This agreement was originally approved by the Governor and Executive Council on February 1, 2017, item #20A and subsequently amended on February 7, 2018, item #12.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 upon the continued appropriation of funds in the future operating budget.

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 71.43%
FEDERAL, 28.57% GENERAL**

Stat Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	570-500928	Family Caregiver	48130316	\$240,875.00	\$0	\$240,875.00
2018	570-500928	Family Caregiver	48130316	\$564,848.55	\$0.00	\$564,848.55
2019	570-500928	Family Caregiver	48130316	\$564,848.55	\$0.00	\$564,848.55
2020	570-500928	Family Caregiver	48130316	\$0.00	\$564,848.55	\$564,848.55
		<i>Subtotals</i>		\$1,370,572.10	\$564,848.55	\$1,935,420.65

**05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - ADRD, 100%
GENERAL**

Stat Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	502-500891	Payments to Providers	48130400	\$123,295.00	\$0.00	\$123,295.00
2018	502-500891	Payments to Providers	48130400	\$302,507.00	\$0.00	\$302,507.00
2019	502-500891	Payments to Providers	48130400	\$302,507.00	\$0.00	\$302,507.00
2020	502-500891	Payments to Providers	48130400	\$0.00	\$302,507.00	\$302,507.00
		<i>Subtotals</i>		\$728,309.00	\$302,507.00	\$1,030,816.00
		Totals		\$2,098,881.10	\$867,355.55	\$2,966,236.65

EXPLANATION

The purpose of this request is to continue Financial Management Services that include the management of payments for respite and supplemental goods and services that family caregivers receive under the Title III Family Caregiver Program.

Over six hundred (600) family caregivers receive support through the New Hampshire Family Caregiver Program.

The Family Caregiver Program provides supports and services for family caregivers who provide home care for aging family members and for grandparents/relative caregivers, ages fifty-five (55) and up who are raising grandchildren. Caregiver supports and services include, but are not limited to, respite care, educational materials, and emergency and outreach services.

The Contractor pays caregivers' expenses and serves as the "Employer of Record" for individuals the family caregivers choose to hire as respite providers who are not employees of an agency, known as "family managed employees." The Contractor, acting as the "Employer of Record," eliminates the additional responsibility of family caregivers to manage payroll, workers' compensation liability, unemployment insurance and tax related issues, yet preserves the family's control over choosing and managing their respite providers in a person-centered service model.

The Contractor was selected through a competitive bid process.

As referenced in the Request for Proposals (RFP) and in Exhibit C-1, Revisions to the General Provisions of the contract, the Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department exercised a renewal option to extend services by nine (9) months (Amendment #1), which was approved by Governor and Executive Council on February 7, 2018 (item #12). Through this request, the Department is exercising the renewal option to extend services by twelve (12) months, leaving three (3) months of renewal available.

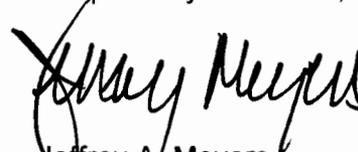
Should the Governor and Executive Council not approve this request, New Hampshire's family caregivers may not receive needed respite and supplemental support to ease the stress associated with family caregiving tasks, which would negatively impact over six hundred (600) family caregivers, statewide.

Area Served: Statewide

Source of Funds: 50% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Family Caregiver Program, Title III, Catalog of Domestic Assistance #93.052 and Federal Award Identification Number # 17AANHT3FC and 50% General Funds.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Financial Management Services
for Bureau of Elderly and Adult Services
Caregiver Programs Contract**

This 2nd Amendment to the Financial Management Services for Bureau of Elderly and Adult Services Caregiver Programs contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 144 Canal Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 1, 2017 (Item #20A), as amended on February 7, 2018 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18; and Exhibit C-1, Revisions to General Provisions, Paragraph 3; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,966,236.65
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Amend Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:
 5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibits B-1 through B-5.
 - a. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibits B-1 through B-5 and in accordance with the Department approved individual program budgets.

**New Hampshire Department of Health and Human Services
Financial Management Services for Bureau of Elderly and Adult Services
Caregiver Programs**



- b. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
6. Add Exhibit B-4 Budget – Amendment #2.
7. Add Exhibit B-5 Budget – Amendment #2.
8. Delete Exhibit K, DHHS Information Security Requirements (v6/2017) and replace with Exhibit K, DHHS Information Security Requirements (v5 10.09.18).

New Hampshire Department of Health and Human Services
Financial Management Services for Bureau of Elderly and Adult Services
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This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/22/19
Date

Deborah P. Scheetz
Name: Deborah P. Scheetz
Title: Director, Division Long Term
Supports & Services

Area Agency of Greater Nashua, Inc.
d/b/a Gateways Community Services

5/21/19
Date

Tim Heath
Name: Tim Heath
Title: CFO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on May 21, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

JANICE M. LEWIS, Notary Public
State of New Hampshire
My Commission Expires October 11, 2022

Janice M. Lewis
Signature of Notary Public or Justice of the Peace

Janice Lewis Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/11/22

New Hampshire Department of Health and Human Services
Financial Management Services for Bureau of Elderly and Adult Services
Caregiver Programs



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/29/2019
Date


Name: Nancy J. Smyth
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4 Budget - Amendment #2

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Area Agency of Greater Nashua, Inc.

Financial Management Services for Bureau of Elderly and
Budget Request for: Audlt Services Caregiver Programs
(Name of RFP)

Budget Period: July 1, 2019 through June 30, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 59,058.00	\$ -	\$ 59,058.00	
2. Employee Benefits	\$ 22,914.00	\$ -	\$ 22,914.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 325.00	\$ -	\$ 325.00	
6. Travel	\$ 266.00	\$ -	\$ 266.00	
7. Occupancy	\$ -	\$ 780.00	\$ 780.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 325.00	\$ -	\$ 325.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Background checks	\$ 4,074.00	\$ -	\$ 4,074.00	
Direct Service Dollars	\$ 477,106.55	\$ -	\$ 477,106.55	
	\$ -	\$ -	\$ -	
TOTAL	\$ 564,068.55	\$ 780.00	\$ 564,848.55	

Indirect As A Percent of Direct

0.1%

Exhibit B-5 Budget - Amendment #2

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Area Agency of Greater Nashua, Inc.

Financial Management Services: Alzheimer's Disease and
Budget Request for: Related Disorders Program (ADRD)
(Name of RFP)

Budget Period: July 1, 2019 through June 30, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 31,800.00	\$ -	\$ 31,800.00	
2. Employee Benefits	\$ 12,338.00	\$ -	\$ 12,338.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 175.00	\$ -	\$ 175.00	
6. Travel	\$ 143.00	\$ -	\$ 143.00	
7. Occupancy	\$ -	\$ 420.00	\$ 420.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 175.00	\$ -	\$ 175.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Background checks	\$ 2,194.00	\$ -	\$ 2,194.00	
Direct Service Dollars	\$ 255,262.00	\$ -	\$ 255,262.00	
	\$ -	\$ -	\$ -	
TOTAL	\$ 302,087.00	\$ 420.00	\$ 302,507.00	

Indirect As A Percent of Direct

0.1%



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74294

Certificate Number: 0004486445



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

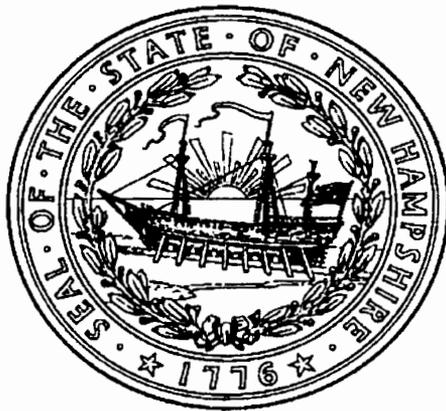
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **593338**

Certificate Number: **0004486409**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark Thornton, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Area Agency of Greater Nashua dba Gateways Community Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted via an approved electronic vote of the Board of Directors of the Agency duly passed on 5/21/19:
(Date)

RESOLVED: That the _____ Chief Financial Officer _____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of May, 2019.
(Date Contract Signed)

4. Tim Leach is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



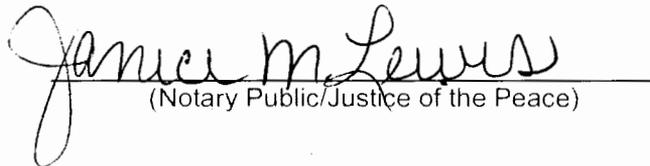
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21 day of May, 2019.

By Mark Thornton
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/11/22

Client#: 492697

GATEWCOM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): _____	
	E-MAIL ADDRESS: _____		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Company		32204
	INSURER B : All Mutual Insurance Company		33758
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064	INSURER C : _____		
	INSURER D : _____		
	INSURER E : _____		
	INSURER F : _____		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		PHPK1768265	01/23/2019	01/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK1768263	01/23/2019	01/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB615515	01/23/2019	01/23/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	ECC600400028612018	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab		PHPK1768265	01/23/2019	01/23/2020	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate covers all operations usual and customary to the business of the insured.

CERTIFICATE HOLDER

CANCELLATION

DHHS/BEAS
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

See Note

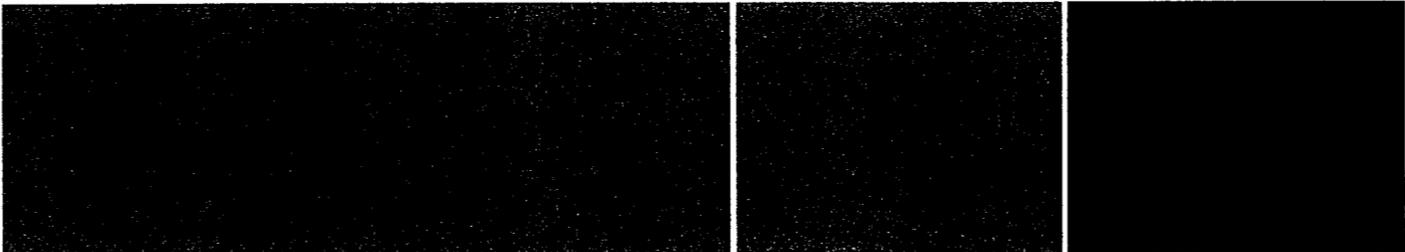
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Mission

GCS believes that all people are of great value.

We provide innovative, high quality, long term services to support individuals throughout their lifetimes so they can lead meaningful lives in their communities.



CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP); this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2018

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Financial Position

June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
Current assets		
Cash	\$ 2,290,574	\$ 1,391,317
Client accounts	494,097	491,309
Accounts receivable, net of allowance for doubtful accounts of \$113,924 and \$82,722 in 2018 and 2017, respectively	5,687,296	5,915,359
Prepaid expenses and other current assets	<u>143,409</u>	<u>140,626</u>
Total current assets	8,615,376	7,938,611
Property and equipment, net	2,339,041	2,447,245
Deposits	111,417	54,700
Beneficial interest in an agency fund	<u>38,308</u>	<u>35,797</u>
Total assets	<u>\$ 11,104,142</u>	<u>\$ 10,476,353</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 96,009	\$ 464,182
Accounts payable	2,309,992	2,200,407
Accrued expenses and other current liabilities	1,281,833	1,032,357
Deferred revenue	1,558,030	1,559,464
Client accounts	<u>494,097</u>	<u>491,309</u>
Total current liabilities	5,739,961	5,747,719
Long-term debt, net of current portion	<u>471,872</u>	<u>208,091</u>
Total liabilities	<u>6,211,833</u>	<u>5,955,810</u>
Net assets		
Unrestricted	4,874,614	4,490,239
Temporarily restricted	<u>17,695</u>	<u>30,304</u>
Total net assets	<u>4,892,309</u>	<u>4,520,543</u>
Total liabilities and net assets	<u>\$ 11,104,142</u>	<u>\$ 10,476,353</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Activities

**For the Year Ended June 30, 2018
(With Comparative Totals for the Year Ended June 30, 2017)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
Revenue and support				
Medicaid	\$ 41,813,687	\$ -	\$ 41,813,687	\$ 40,192,850
New Hampshire Department of Developmental Services	1,404,307	-	1,404,307	864,413
Veterans individual program service	3,387,092	-	3,387,092	2,954,678
Contributions and grants	1,052,111	7,618	1,059,729	1,001,288
Client fees	186,604	-	186,604	173,960
Adult day service program	204,079	-	204,079	206,426
Rental income	41,825	-	41,825	38,460
Other revenues	516,043	-	516,043	378,201
The PLUS Company, Inc. services	131,996	-	131,996	131,988
United Way	13,471	-	13,471	14,829
Third party insurance	1,401,349	-	1,401,349	1,022,611
Production sales and service	175,215	-	175,215	139,346
Net assets released from restrictions	<u>20,227</u>	<u>(20,227)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>50,348,006</u>	<u>(12,609)</u>	<u>50,335,397</u>	<u>47,119,050</u>
Operating expenses				
Program services				
Adult services	37,889,769	-	37,889,769	36,210,707
Children services	4,293,965	-	4,293,965	3,723,900
Elder services	<u>4,837,583</u>	<u>-</u>	<u>4,837,583</u>	<u>4,377,235</u>
Total program services	<u>47,021,317</u>	<u>-</u>	<u>47,021,317</u>	<u>44,311,842</u>
Supporting services				
General management	2,742,000	-	2,742,000	2,521,771
Fundraising	<u>200,314</u>	<u>-</u>	<u>200,314</u>	<u>95,337</u>
Total supporting services	<u>2,942,314</u>	<u>-</u>	<u>2,942,314</u>	<u>2,617,108</u>
Total operating expenses	<u>49,963,631</u>	<u>-</u>	<u>49,963,631</u>	<u>46,928,950</u>
Change in net assets	384,375	(12,609)	371,766	190,100
Net assets, beginning of year	<u>4,490,239</u>	<u>30,304</u>	<u>4,520,543</u>	<u>4,330,443</u>
Net assets, end of year	<u>\$ 4,874,614</u>	<u>\$ 17,695</u>	<u>\$ 4,892,309</u>	<u>\$ 4,520,543</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Activities

Year Ended June 30, 2017

	Unrestricted	Temporarily Restricted	Total
Revenue and support			
Medicaid	\$ 40,192,850	\$ -	\$ 40,192,850
New Hampshire Department of Developmental Service	864,413	-	864,413
Veterans individual service program	2,954,678	-	2,954,678
Contributions and grants	981,189	20,099	1,001,288
Client fees	173,960	-	173,960
Adult day service program	206,426	-	206,426
Rental income	38,460	-	38,460
Other revenues	378,201	-	378,201
The PLUS Company, Inc. services	131,988	-	131,988
United Way	14,829	-	14,829
Third party insurance	1,022,611	-	1,022,611
Production sales and service	139,346	-	139,346
Net assets released from restrictions	<u>13,466</u>	<u>(13,466)</u>	<u>-</u>
Total revenue and support	<u>47,112,417</u>	<u>6,633</u>	<u>47,119,050</u>
Operating expenses			
Program services			
Adult services	36,210,707	-	36,210,707
Children services	3,723,900	-	3,723,900
Elder services	<u>4,377,235</u>	<u>-</u>	<u>4,377,235</u>
Total program services	<u>44,311,842</u>	<u>-</u>	<u>44,311,842</u>
Supporting services			
General management	2,521,771	-	2,521,771
Fundraising	<u>95,337</u>	<u>-</u>	<u>95,337</u>
Total supporting services	<u>2,617,108</u>	<u>-</u>	<u>2,617,108</u>
Total operating expenses	<u>46,928,950</u>	<u>-</u>	<u>46,928,950</u>
Change in net assets	183,467	6,633	190,100
Net assets, beginning of year	<u>4,306,772</u>	<u>23,671</u>	<u>4,330,443</u>
Net assets, end of year	<u>\$ 4,490,239</u>	<u>\$ 30,304</u>	<u>\$ 4,520,543</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2018

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 39,186,465	\$ 2,095,343	\$ 531,879	\$ 41,813,687	\$ -	\$ -	\$ 41,813,687
New Hampshire Department of Developmental Services	-	-	596,670	807,637	-	1,404,307	-	-	1,404,307
Veterans individual service program	-	-	-	-	3,387,092	3,387,092	-	-	3,387,092
Contributions and grants	-	71,691	26,001	48,354	913,683	1,059,729	-	-	1,059,729
Client fees	-	-	175,396	-	-	175,396	11,208	-	186,604
Adult day service program	-	-	-	-	204,079	204,079	-	-	204,079
Rental income	-	-	41,825	-	-	41,825	436,307	(436,307)	41,825
Other revenues	1,947	2,513	222,131	255,981	33,405	515,977	66	-	516,043
The PLUS Company, Inc. service	130,244	17	1,311	367	57	131,996	-	-	131,996
United Way	-	-	1,588	-	11,883	13,471	-	-	13,471
Third party insurance	-	-	-	1,401,349	-	1,401,349	-	-	1,401,349
Production sales and service	27,789	-	61,840	85,586	-	175,215	-	-	175,215
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	\$ 159,980	\$ 74,221	\$ 40,390,765	\$ 4,694,617	\$ 5,082,078	\$ 50,401,661	\$ 447,581	\$ (513,845)	\$ 50,335,397

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2017

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 37,707,596	\$ 1,962,899	\$ 522,355	\$ 40,192,850	\$ -	\$ -	\$ 40,192,850
New Hampshire Department of Developmental Services	-	-	166,554	697,859	-	864,413	-	-	864,413
Veterans individual service program	-	-	-	-	2,954,678	2,954,678	-	-	2,954,678
Contributions and grants	-	53,050	18,693	107,133	822,412	1,001,288	-	-	1,001,288
Client fees	-	-	173,960	-	-	173,960	-	-	173,960
Adult day service program	-	-	-	-	206,426	206,426	-	-	206,426
Rental income	-	-	38,460	-	-	38,460	390,588	(390,588)	38,460
Other revenues	2,570	4,250	181,433	143,737	46,123	378,113	88	-	378,201
The PLUS Company, Inc. services	130,556	9	1,303	-	120	131,988	-	-	131,988
United Way	-	-	2,032	-	12,797	14,829	-	-	14,829
Third party insurance	-	-	-	1,022,611	-	1,022,611	-	-	1,022,611
Production sales and service	22,435	-	50,833	65,375	703	139,346	-	-	139,346
Management fees	-	-	77,154	-	-	77,154	-	(77,154)	-
Total revenue and support	\$ 155,561	\$ 57,309	\$ 38,418,018	\$ 3,999,614	\$ 4,565,614	\$ 47,196,116	\$ 390,676	\$ (467,742)	\$ 47,119,050

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2018

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,444,299	\$ 91,254	\$ 3,212,954	\$ 2,445,982	\$ 2,959,547	\$ 10,154,036	\$ -	\$ -	\$ 10,154,036
Contract staff	88,975	-	20,377	19,834	-	129,186	7,236	-	136,422
Employee benefits	332,694	28,622	815,284	535,331	195,676	1,907,607	-	-	1,907,607
Payroll taxes	91,270	6,469	230,077	175,012	223,097	725,925	-	-	725,925
Total payroll and related expenses	<u>1,957,238</u>	<u>126,345</u>	<u>4,278,692</u>	<u>3,176,159</u>	<u>3,378,320</u>	<u>12,916,754</u>	<u>7,236</u>	<u>-</u>	<u>12,923,990</u>
Other expenses									
Client treatment services	-	-	3,618,526	669,603	820,690	5,108,819	-	-	5,108,819
Professional fees	438,871	7,538	397,099	86,310	506,180	1,435,998	-	-	1,435,998
Staff development and training	40,286	5,489	39,642	14,589	1,338	101,344	-	-	101,344
Rent and mortgage interest	23,573	1,565	392,300	130,720	92,055	640,213	22,943	(436,307)	226,849
Other occupancy costs	-	-	-	-	-	-	31,675	-	31,675
Utilities	5,211	349	27,137	24,306	1,177	58,180	4,413	-	62,593
Repairs and maintenance	12,770	465	120,539	35,016	1,846	170,636	194,891	(77,538)	287,989
Office, building and household	48,598	2,364	48,071	54,023	8,742	161,798	572	-	162,370
Equipment rental	16,089	495	38,499	10,848	3,125	69,056	-	-	69,056
Advertising	5,512	17,194	557	1,325	1,000	25,588	-	-	25,588
Communications	6,495	214	26,056	9,431	4,565	46,761	-	-	46,761
Transportation	8,009	336	200,964	34,832	5,175	249,316	114	-	249,430
Insurance	20,042	396	30,776	8,612	1,699	61,525	17,328	-	78,853
Other	159,414	37,590	45,756	25,345	20,261	288,366	320	-	288,686
Subcontractor	-	-	28,673,151	13,373	-	28,686,524	-	-	28,686,524
Total other expenses	<u>784,870</u>	<u>73,995</u>	<u>33,659,073</u>	<u>1,118,333</u>	<u>1,467,853</u>	<u>37,104,124</u>	<u>272,256</u>	<u>(513,845)</u>	<u>36,862,535</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,742,108	200,340	37,937,765	4,294,492	4,846,173	50,020,878	279,492	(513,845)	49,786,525
Depreciation	5,542	371	29,141	8,074	1,251	44,379	132,727	-	177,106
Area Agency Properties expense allocation	22,916	1,611	312,884	34,889	39,919	412,219	(412,219)	-	-
Elimination allocation	(28,566)	(2,008)	(390,021)	(43,490)	(49,760)	(513,845)	-	513,845	-
Total operating expenses	<u>\$ 2,742,000</u>	<u>\$ 200,314</u>	<u>\$ 37,889,769</u>	<u>\$ 4,293,965</u>	<u>\$ 4,837,583</u>	<u>\$ 49,963,631</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 49,963,631</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2017

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,313,098	\$ 25,490	\$ 3,149,642	\$ 2,174,321	\$ 2,574,717	\$ 9,237,268	\$ -	\$ -	\$ 9,237,268
Contract staff	86,012	3	18,808	114	37	104,974	-	-	104,974
Employee benefits	353,003	6,338	608,661	399,893	155,552	1,523,447	-	-	1,523,447
Payroll taxes	92,660	1,935	235,189	164,339	196,590	690,713	-	-	690,713
Total payroll and related expenses	<u>1,844,773</u>	<u>33,766</u>	<u>4,012,300</u>	<u>2,738,667</u>	<u>2,926,896</u>	<u>11,556,402</u>	<u>-</u>	<u>-</u>	<u>11,556,402</u>
Other expenses									
Client treatment services	2,243	-	3,313,377	667,429	825,963	4,809,012	-	-	4,809,012
Professional fees	428,011	2,045	535,181	72,108	467,996	1,505,341	6,852	(6,852)	1,505,341
Staff development and training	32,423	5,157	66,780	15,503	2,162	122,025	-	-	122,025
Rent and mortgage interest	101,728	809	351,630	55,106	10,570	519,843	26,674	(390,588)	155,929
Other occupancy costs	-	-	-	-	-	-	36,862	-	36,862
Utilities	4,232	196	27,827	8,599	2,559	43,413	1,168	-	44,581
Repairs and maintenance	7,000	323	98,806	15,759	4,628	126,516	191,882	(70,302)	248,096
Office, building and household	38,161	511	40,404	18,470	9,702	107,248	1,244	-	108,492
Equipment rental	17,408	253	35,967	10,469	5,339	69,436	-	-	69,436
Advertising	4,809	7,512	2,847	1,952	254	17,374	-	-	17,374
Communications	6,405	112	23,840	5,641	5,100	41,098	192	-	41,290
Transportation	6,208	1,053	164,286	33,478	13,015	218,040	2,916	-	220,956
Insurance	17,606	188	26,655	7,646	2,848	54,943	15,370	-	70,313
Other	9,192	43,338	69,011	51,891	101,811	275,243	589	-	275,832
Subcontractor	-	-	27,454,379	17,110	-	27,471,489	-	-	27,471,489
Total other expenses	<u>675,426</u>	<u>61,497</u>	<u>32,210,990</u>	<u>981,161</u>	<u>1,451,947</u>	<u>35,381,021</u>	<u>283,749</u>	<u>(467,742)</u>	<u>35,197,028</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,520,199	95,263	36,223,290	3,719,828	4,378,843	46,937,423	283,749	(467,742)	46,753,430
Depreciation	4,360	202	28,957	8,224	2,636	44,379	131,141	-	175,520
Area Agency Properties expense allocation	21,881	1,000	326,102	32,589	33,318	414,890	(414,890)	-	-
Elimination allocation	(24,669)	(1,128)	(367,642)	(36,741)	(37,562)	(467,742)	-	467,742	-
Total operating expenses	<u>\$ 2,521,771</u>	<u>\$ 95,337</u>	<u>\$ 36,210,707</u>	<u>\$ 3,723,900</u>	<u>\$ 4,377,235</u>	<u>\$ 46,928,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,928,950</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 50,554,416	\$ 46,703,956
Cash paid to suppliers and employees	(49,407,304)	(46,528,304)
Interest received	5,099	2,104
Interest paid	<u>(22,943)</u>	<u>(26,674)</u>
Net cash provided by operating activities	<u>1,129,268</u>	<u>151,082</u>
Cash flows from investing activities		
Change in deposits	(56,717)	23,857
Acquisition of property and equipment	<u>(68,902)</u>	<u>(44,526)</u>
Net cash used by investing activities	<u>(125,619)</u>	<u>(20,669)</u>
Cash flows from financing activities		
Proceeds from long-term debt issuance	200,000	-
Payments on long-term debt	<u>(304,392)</u>	<u>(60,053)</u>
Net cash used by financing activities	<u>(104,392)</u>	<u>(60,053)</u>
Net increase in cash	899,257	70,360
Cash, beginning of year	<u>1,391,317</u>	<u>1,320,957</u>
Cash, end of year	<u>\$ 2,290,574</u>	<u>\$ 1,391,317</u>
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	\$ 371,766	\$ 190,100
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	177,106	175,520
Loss on disposal of property and equipment	-	516
Change in beneficial interest in an agency fund	(2,511)	(4,021)
Change in assets and liabilities		
Decrease (increase) in accounts receivable	228,063	(512,091)
(Increase) decrease in prepaid expenses and other current assets	(2,783)	14,788
Increase (decrease) in accounts payable	109,585	(125,642)
Increase in accrued expenses and other current liabilities	249,476	308,790
(Decrease) increase in deferred revenue	<u>(1,434)</u>	<u>103,122</u>
Net cash provided by operating activities	<u>\$ 1,129,268</u>	<u>\$ 151,082</u>
Supplemental information		
Refinancing of long-term debt	<u>\$ 160,226</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

Nature of Activities

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Income Taxes

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$113,924 and \$82,722 was recognized at June 30, 2018 and 2017, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture, equipment and vehicles	5-10 years

Deferred Revenue

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2018, which is the date that the consolidated financial statements were available to be issued.

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land and improvements	\$ 604,520	\$ 604,520
Building improvements	3,572,967	3,506,745
Vehicles	14,452	14,452
Equipment and furniture	<u>496,932</u>	<u>496,932</u>
	4,688,871	4,622,649
Less accumulated depreciation	<u>(2,349,830)</u>	<u>(2,175,404)</u>
	<u>\$ 2,339,041</u>	<u>\$ 2,447,245</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

3. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (5.00% at June 30, 2018). The Organization had no outstanding balance at June 30, 2018 and 2017. The line of credit is due for renewal on February 28, 2020.

4. Long-Term Debt

Long-term debt consisted of the following:

	<u>2018</u>	<u>2017</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.35%, with a balloon payment in May 2018; collateralized by real estate. The mortgage note payable was refinanced in May 2018.	\$ -	\$ 422,644
New Hampshire Health and Education Facilities Authority note payable, due in monthly installments of \$3,419 including interest at 1.00%, through June 2023; collateralized by a first position lien on land and buildings.	200,000	-
Mortgage note payable in second position, due in monthly installments of \$1,670 including interest at 4.56%, through June 2028; collateralized by a second lien position on land and buildings.	160,226	-
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	97,171	121,556
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>110,484</u>	<u>128,073</u>
	567,881	672,273
Less current portion	<u>(96,009)</u>	<u>(464,182)</u>
Long-term debt, net of current portion	<u>\$ 471,872</u>	<u>\$ 208,091</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

Long-term debt maturities for the next five years are as follows:

2019	\$	96,009
2020		99,102
2021		102,337
2022		93,285
2023		78,528

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2018 and 2017.

5. Concentration of Credit Risk

For the years ended June 30, 2018 and 2017, approximately 83% and 85%, respectively, of revenue and support of the Organization was derived from contracts with the State of New Hampshire's Medicaid program. As of June 30, 2018 and 2017, accounts receivable due from the State of New Hampshire's Medicaid Program was approximately 46% and 50%, respectively.

6. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. For the years ended June 30, 2018 and 2017, approximately 63% and 64%, respectively, of the revenue and support generated by PLUS was for subcontractor services paid for by Gateways, making PLUS financially dependent on Gateways.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2018 and 2017, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2018 and 2017 is allowed but not required. The Organization's general purpose combined financial statements, which are presented separately from these financial statements, include the accounts of PLUS because it was deemed to provide a more meaningful presentation.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

The following is summarized financial data of PLUS:

	<u>2018</u>	<u>2017</u>
Total assets	<u>\$ 4,290,763</u>	<u>\$ 3,995,992</u>
Total liabilities	<u>\$ 2,548,191</u>	<u>\$ 2,330,317</u>
Total net assets	<u>1,742,572</u>	<u>1,665,675</u>
Total liabilities and net assets	<u>\$ 4,290,763</u>	<u>\$ 3,995,992</u>
Total revenue and support	<u>\$12,966,112</u>	<u>\$12,463,289</u>
Total operating expenses	<u>12,889,215</u>	<u>12,345,926</u>
Change in net assets	<u>\$ 76,897</u>	<u>\$ 117,363</u>
Due to PLUS included in accounts payable	<u>\$ 480,756</u>	<u>\$ 546,003</u>
PLUS services support included in subcontractor expense	<u>\$ 8,896,105</u>	<u>\$ 8,725,772</u>

7. Retirement Plan

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. Additionally, the plan allows for additional discretionary contributions to be made to the plan. The total matching contributions charged to operations for the Plan were \$176,835 and \$154,382 for the years ended June 30, 2018 and 2017, respectively.

8. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling its mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$504,000 at June 30, 2018 and \$468,000 at June 30, 2017.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2018 and 2017

The Organization is also a beneficiary of an agency fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2018 and 2017, the estimated value of the future distributions from the agency fund in the amount of \$38,308 and \$35,797, respectively, is included in the consolidated statements of financial position as beneficial interest in an agency fund.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in 2018 and 2017.

9. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of \$2,511 and \$4,021 for the years ended June 30, 2018 and 2017, respectively.

GATEWAYS COMMUNITY SERVICES
BOARD OF DIRECTORS
Updated April 10, 2019

Edgar R. Carter – Chair
Helen Honorow – Vice Chair
Mark Thornton* – Secretary
Joe Gamache* – Treasurer

Leah Brokhoff
Bob Corcoran*
Peggy Gilmour
Jim McKenna
Jim Moran
Rich Pietravalle*
Lauren Primmer*
Lou Primmer*
Sharron Rowlett-Moore
Marc Sadowsky
Lisa Scheib
Parker Thornton*

**indicates consumer*

SANDRA B. PELLETIER

Gateways Community Services | 144 Canal Street, Nashua, NH 03064 | 603-882-6333
spelletier@gatewayscs.org | www.gatewayscs.org

PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

Leadership New Hampshire Certificate - Intensive 10-month statewide leadership development program (seminar format)	1994
Antioch College Management Institute, Keene, NH Certificate - Management of Non-Profit Agencies	1983
University of New Hampshire, Durham, NH M.Ed.	1979
University of Maine, Orono, ME B.A. Summa cum Laude, Phi Beta Kappa	1977

PERSONAL AWARDS

25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement in the area of developmental services	2003
“Citizen of the Year” designate, The PLUS Company, Nashua, NH	2001
Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club	1991
Recipient, “Distinguished Service Award in the field of Developmental Disabilities”	1989

CORPORATE AWARDS

Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services By the Center on Human Policy, Syracuse University	2012
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

EXPERIENCE

Gateways Community Services, Nashua, NH
President/CEO 1983 – Present

Oversees a \$55 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars

Board Memberships

SHARE Outreach	2015 – Present
Rotary of Nashua West	2002 – Present
The PLUS Company, Nashua, NH	1996 – Present
CSNI, Concord, NH (founding Board Chair)	1995 – Present
New Futures	2015 – 2018
Regional Special Education Consortium, Amherst, NH	1992 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2014

TIMOTHY A. LEACH, C.P.A.

CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

Expertise and knowledge in financial areas such as:

- | | | |
|-------------------------------------|-----------------------------|---------------------|
| - Certified Public Accountant | - Audits/Internal Controls | - Policy Design |
| - International Operations | - Finance/Fiscal Operations | - Budgeting |
| - Strategic/Organizational Planning | - Revenue Recognition | - Corporate Tax |
| - Foreign Currency Translations | - System Implementation | - Staff Development |
| - Consolidated Financials | - Procurement of Goods | - Asset Management |

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

TIMOTHY A. LEACH, C.P.A.

PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – Present

Chief Financial Officer

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003

Senior Finance Manager

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989 – 2000

Accounting Manager

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988 – 1989

Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,
Volunteer – Nashua Soup Kitchen

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandra Pelletier	President/CEO	\$193,500.00	0%	0%
Tim Leach	CFO	\$120,000.00	0%	0%

12 mar



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4912 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

Christine L. Santaniello
Director

January 12, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human services, Division of Long Term Supports and Services, Bureau of Elderly and Adults Services, to exercise a renewal option and **retroactively** amend an existing contract with the Area Agency of Greater Nashua, Inc., dba Gateways Community Services (Vendor #155784), 144 Canal Street, Nashua, New Hampshire, for the provision of Financial Management Services, managing payments to family caregivers for respite and support services, to issue a legislatively appropriated rate increase for these services by increasing the price limitation by \$684,115.60 from \$1,414,765.50 to an amount not to exceed \$2,098,881.10 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017, upon Governor and Council approval. The original agreement was approved by the Governor and Executive Council on February 1, 2017, item #20A. 50% Federal Funds and 50% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 71.43%
FEDERAL, 28.57% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	570-500928	Family Caregiver	48130316	\$240,875.00	\$0.00	\$240,875.00
2018	570-500928	Family Caregiver	48130316	\$537,951.00	\$26,897.55	\$564,848.55
2019	570-500928	Family Caregiver	48130316	\$134,487.75	\$430,360.80	\$564,848.55
		<i>Subtotal</i>		\$913,313.75	\$457,258.35	\$1,370,572.10

**05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - ADRD, 100%
GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	502-500891	Payments to Providers	48130400	\$123,295.00	\$0.00	\$123,295.00
2018	502-500891	Payments to Providers	48130400	\$302,507.00	\$0.00	\$302,507.00
2019	502-500891	Payments to Providers	48130400	\$75,649.75	\$226,857.25	\$302,507.00
		<i>Subtotal</i>		\$501,451.75	\$226,857.25	\$728,309.00
		TOTAL		\$1,414,765.50	\$684,115.60	\$2,098,881.10

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated, in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) of the direct costs for family caregivers (Title III services only).

The purpose of this request is for the continuation of Financial Management Services that includes the management of payments for respite and supplemental goods and services that family caregivers receive under the Title III Family Caregiver Program.

The Family Caregiver Program provides supports and services for family caregivers who provide home care for aging family members and for grandparents/relative caregivers ages fifty-five (55) and up who are raising grandchildren. Caregiver supports and services include, but are not limited to, respite care, educational materials, and emergency and outreach services.

The Contractor pays caregivers' expenses and serves as the "Employer of Record" for individuals the family caregivers choose to hire as respite providers (who are not employees of an agency), known as "family managed employees." The Contractor, acting as the "Employer of Record," eliminates the additional responsibility of family caregivers to manage payroll, workers' compensation liability, unemployment insurance and tax related issues, yet preserves the family's control over choosing and managing their respite providers in a person-centered service model.

This Contract, approved on February 1, 2017, was competitively bid and reserves the Department's right to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase direct costs for Financial Management Services for payments for Family Caregivers (Title III services only), and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area Served: Statewide

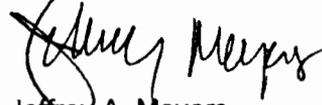
Source of Funds: 50% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Family Caregiver Program, Title III, Catalog of Domestic Assistance #93.052 and Federal Award Identification Number # 17AANHT3FC and 50% General Funds.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine Santaniello
Director



Approved by: Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Financial Management Services Contract

This 1st Amendment to the Legal Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 144 Canal Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 1, 2017 (Item #20A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date by nine (9) months, increase the price limitation, amend Exhibit A, Scope of Services and add Exhibit K, DHHS Information Security Requirements;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$684,115.60 from \$1,414,765.50 to read: \$2,098,881.10
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Amend Exhibit A, Section 2 Scope of Services, Subsection 2.4. Privacy and Security of Participant Information, to add the following language:
 - 2.4.2. Notwithstanding any other provision within Exhibit K, DHHS Information Security Requirements, Section 5 (included in this Amendment), the Contractor shall securely migrate all State of New Hampshire or Department data to a hosting and storage solution physically located within the boundaries of the United States within nine (9) months of execution of this Amendment.



**New Hampshire Department of Health and Human Services
Financial Management Services for Bureau of Elderly and Adult Services
Caregiver Programs**

This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

6. Delete Exhibit B-3 in its entirety and replace with: Exhibit B-3 – Amendment #1
7. Add Exhibit K, DHHS Information Security Requirements
8. Add Attachment A – Amendment #1



**New Hampshire Department of Health and Human Services
Financial Management Services for Bureau of Elderly and Adult Services
Caregiver Programs**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/12/18
Date

Christine Santaniello
Christine Santaniello, Director
Division of Long Term Supports and Services

Area Agency of Greater Nashua, Inc.
d/b/a Gateways Community Services

1/9/18
Date

Kevin B. [Signature]
Name:
Title: CEO/President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 1/9/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Janice M. Lewis
Signature of Notary Public or Justice of the Peace

Janice M. Lewis
Name and Title of Notary or Justice of the Peace

My Commission Expires: JANICE M. LEWIS, Notary Public
State of New Hampshire
My Commission Expires October 11, 2022

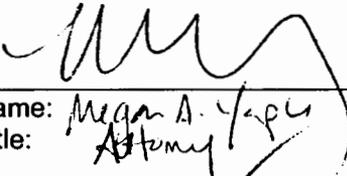
**New Hampshire Department of Health and Human Services
Financial Management Services for Bureau of Elderly and Adult Services
Caregiver Programs**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/17/18
Date


Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Area Agency of Greater Nashua, Inc.

Financial Management Services for Bureau of Elderly and
Budget Request for: Audlt Services Caregiver Programs
(Name of RFP)

Budget Period: July 1, 2018 through June 30, 2019

1. Total Salary/Wages	\$ 90,858.00	\$ -	\$ 90,858.00
2. Employee Benefits	\$ 25,815.00	\$ -	\$ 25,815.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 409.00	\$ -	\$ 409.00
7. Occupancy	\$ -	\$ 1,200.00	\$ 1,200.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Background checks	\$ 6,268.00	\$ -	\$ 6,268.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 124,350.00	\$ 1,200.00	\$ 125,550.00

Indirect As A Percent of Direct

1.0%



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

SBF
4/9/18



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

ABP

1/9/18

Attachment A – Amendment #1

ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct care services. The increase of public funds in this Amendment is to be used exclusively for the purpose of increasing funds available to caregivers for Title III services and supports only.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the direct costs for family caregivers Title III Services only for services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Sandra B. Pelletier CEO/Pres. Gateway Community Services
Name, Title, and Agency Name

Sandra B. Pelletier
Signature

1/9/18
Date



20A
man

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 12, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services to enter into an Agreement with the Area Agency of Greater Nashua, Inc., dba Gateways Community Services (Vendor # #155784), 144 Canal Street, Nashua, New Hampshire, to provide Financial Management Services which manage the payments for respite and support services that caregivers receive, in the amount of \$1,414,765.50, effective upon Governor and Council approval through September 30, 2018. Total funding is 50% Federal Funds and 50% General Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS 75% Federal funds, 25% General funds

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts
2017	570-500928	Family Caregiver	\$240,875.00
2018	570-500928	Family Caregiver	\$537,951.00
2019	570-500928	Family Caregiver	\$134,487.75
Subtotal			\$913,313.75

05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-ADRD, 100% General Funds

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts
2017	502-500891	Payments to Providers	\$123,295.00
2018	502-500891	Payments to Providers	\$302,507.00
2019	502-500891	Payments to Providers	\$75,649.75
Subtotal			\$501,451.75
Grand Total			\$1,414,765.50

EXPLANATION

Approval of this Agreement will allow the Vendor to provide Financial Management Services which manage the payments for respite and support services that caregivers receive under the Department's Alzheimer's Disease and Related Disorders and Family Caregiver programs.

The Alzheimer's Disease and Related Disorders program provides respite services to family caregivers who provide home care for adults diagnosed with Alzheimer's disease or a similar irreversible dementia.

The Family Caregiver Program is for supports and services for family caregivers who provide home care for aging family members and for grandparents/relative caregivers ages 55 and up who are raising grandchildren. Caregiver supports and services include, but are not limited to, respite care, educational materials, and emergency and outreach services.

The Contractor pays for caregivers expenses and serves as the "Employer of Record" for individuals the family caregivers choose to hire as respite providers (who are not employees of an agency), known as "family managed employees." The Contractor acting as the "employer of record" relieves the family caregiver of the additional responsibility of managing payroll, workers' compensation liability, unemployment insurance and tax related issues, yet preserves their control over choosing and managing their respite providers in a person-centered service model.

This Contract was competitively bid. The Department published a Request for Proposals for Financial Management Services for Bureau of Elderly and Adult Services Caregiver Programs (RFP-2017-BEAS-02-FINAN) on the Department of Health and Humans Services website from October 31, 2016 through November 21, 2016. The Department received one (1) application. The application was reviewed and scored by a team of individuals with program specific knowledge. Area Agency of Greater Nashua, Inc. was selected for the contract. The bid summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this Contract, this competitively procured Agreement has the option to be extended for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Language in the contract provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

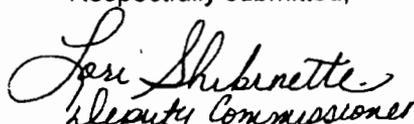
Should the Governor and Executive Council decide not to authorize this request, New Hampshire citizens who provide care to their family members in their homes may not have access to supports that help them to persevere in this role. The American Association of Retired Persons (AARP, Inc.) has found that eighty (80) percent of the care provided to frail elderly people is by family members, not through paid caregivers. Most of these individuals are committed to keeping their family members at home. AARP, Inc. has also determined that providing low cost services such as respite and emergency services to family caregivers can prevent or delay more expensive nursing home care when caregiver families "burn out" from the unremitting stress of caring for people who need a high level of assistance. When families spend down their assets to qualify for Medicaid nursing home care, the cost to taxpayers will be considerably more than the \$2,000 these programs allocate to families each year.

Area Served: Statewide

Source of Funds: 50% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Family Caregiver Program, Title III, Catalog of Domestic Assistance #93.052 and Federal Award Identification Number # 15AANHT3FC and 50% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Deputy Commissioner
Maureen U. Ryan *for*
Director

Approved by:


Jeffrey A. Meyers
Commissioner

Bid Summary



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Financial Management Services for Bureau
of Elderly
and Adult Services Caregiver Programs

#RFP-2017-BEAS-02-FINAN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Area Agency of Greater Nashua, Inc.

Maximum Points	Actual Points
160	151

1. Tracey Tarr, Administrator II, Elderly & Adult Svcs. TECH
2. Jean Crouch, Supervisor VII, DEAS
3. Margaret Morrill, Program Specialist III, Elderly & Adult Svcs
4. Karen Irwin, Bus. Admin IV, Ofc of Improvement & Integrity, COST
5. Philip Nadeau, Administrator III, Office of Improvement & Integrity

**Budget Detail/Funding Allocation - Financial Management Services
Area Agency of Greater Nashua, Inc. dba Gateways Community Services**

Budget per BEAS

G&C approval - 6/30/17		Title III E	ADRD	Total
SFY 17	FMS service dollars (vendor funding)	\$ 36,005.00	\$ 18,430.00	\$ 54,435.00
SFY 17	caregiver grants	\$ 204,870.00	\$ 104,865.00	\$ 309,735.00
	total	\$ 240,875.00	\$ 123,295.00	\$ 364,170.00

7/1/17-6/30/18		Amount	Amount	Total
SFY 18	FMS service dollars (vendor funding)	\$ 80,410.00	\$ 45,140.00	\$ 125,550.00
SFY 18	caregiver grants	\$ 457,541.00	\$ 257,367.00	\$ 714,908.00
	total	\$ 537,951.00	\$ 302,507.00	\$ 840,458.00

7/1/18 - 9/30/18		Amount	Amount	Amount
SFY 19	FMS service dollars (vendor funding)	\$ 20,102.50	\$ 11,308.00	\$ 31,410.50
SFY 19	caregiver grants	\$ 114,385.25	\$ 64,341.75	\$ 178,727.00
	total	\$ 134,487.75	\$ 75,649.75	\$ 210,137.50

Total Price Limitation on P-37			\$ 1,414,765.50
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Subject: Financial Management Services for Bureau of Elderly and Adult Services Caregiver Programs RFP-2017-BEAS-02-FINAN

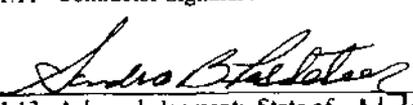
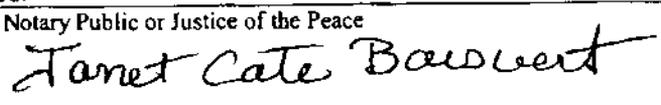
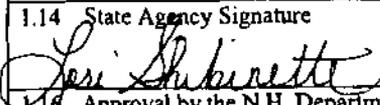
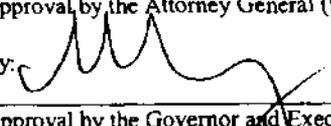
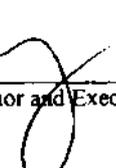
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services</p>		<p>1.4 Contractor Address 144 Canal Street Nashua NH 03064</p>	
<p>1.5 Contractor Phone Number 603.459.2701</p>	<p>1.6 Account Number 05-95-48-481010-7872-570-500928; 05-95-48-481010-8943-502-500891</p>	<p>1.7 Completion Date September 30, 2018</p>	<p>1.8 Price Limitation \$1,414,765.50</p>
<p>1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement</p>		<p>1.10 State Agency Telephone Number 603.271.9246</p>	
<p>1.11 Contractor Signature </p>		<p>1.12 Name and Title of Contractor Signatory Sandra Belletier - President/CEO</p>	
<p>1.13 Acknowledgement: State of <u>NH</u>, County of <u>Hillsborough</u> On <u>1/17/17</u>, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
<p>1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] JANET CATE BOISVERT, Notary Public My Commission Expires June 19, 2018</p>			
<p>1.13.2 Name and Title of Notary or Justice of the Peace Janet Cate Boisvert, Notary</p>			
<p>1.14 State Agency Signature  Date: <u>1/18/2017</u></p>		<p>1.15 Name and Title of State Agency Signatory Lori Shubinette, Deputy Commissioner</p>	
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/20/17</u></p>			
<p>1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____</p>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Years 2018 and 2019.
- 1.4. Definitions
 - 1.4.1. Family Managed Employee: A family managed employee is an individual the caregiver hires as a respite provider and who is not an employee of an agency. These individuals must be hired by the Contractor, which serves as the employer of record.
 - 1.4.2. Vendor: A Vendor is an employee of an agency who provides respite or supplemental services to the caregiver or care recipient; or an independent Contractor as defined by the Internal Revenue Service. An example is someone who provides services like snow plowing or minor home modifications. They are not hired by the FMS Contractor.
 - 1.4.3. National Family Caregiver Support Program: The National Family Caregiver Support Program (NFCSP), established in 2000, provides grants to states to fund a range of supports that assist family and informal caregivers to care for their loved ones at home for as long as possible. The New Hampshire Family Caregiver Support Program is funded under the Older Americans Act, as amended, Public Law 106- 501, Title III, Part E.
 - 1.4.4. New Hampshire Alzheimer's Disease and Related Disorders Program: The New Hampshire Alzheimer's Disease and Related Disorders Program was established by the New Hampshire Legislature in 1989, under RSA 161-F:65-70, to address the needs of the increasing numbers of families providing care at home for a family member with Alzheimer's disease or a related disorder. The program is funded entirely by State General Funds.
 - 1.4.5. Employer of Record: The ServiceLink Contractor(s) sites work, one on one, with family caregivers and BEAS contracted Financial Management Services (FMS) to be the "Employer of Record" to manage payroll and process and pay invoices.
 - 1.4.6. Days: Days in this Agreement shall refer to business days, Monday through Friday, and do not include State observed holidays and weekends (Saturday and Sunday).

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2. Scope of Services

2.1. Covered Populations and Services

- 2.1.1. The Contractor will provide Financial Management Services (FMS) statewide to the population served by this Agreement by managing the funds, making payments and accounting for expenditures made on behalf of family caregivers before and while receiving respite and supplemental services and supports to care for their care recipient at home as long as possible.
- 2.1.2. The Contractor will serve family caregivers who are determined eligible by the New Hampshire ServiceLink Contractors to receive respite or supplemental services under the NH Family Caregiver Support Program (NHFCSP) or the Alzheimer's Disease and Related Disorders (ADRD) Program on the basis of a budget authorized by ServiceLink Contractors.

2.2. Financial Management Services (FMS)

- 2.2.1. Based on the referral from the New Hampshire ServiceLink Contractors, the Contractor will provide both of the following services to the caregiver:
 - 2.2.1.1. Processing and paying invoices; and
 - 2.2.1.2. Providing employer of record services.
- 2.2.2. Participant Enrollment:
 - 2.2.2.1. The Contractor will accept all caregiver referrals made by New Hampshire ServiceLink Contractors. The referral date is defined as the date the budget intake packet is received from the NH ServiceLink Contractors. The Contractor will, upon receiving the caregiver referral from ServiceLink Contractor:
 - 2.2.2.1.1. Establish a file and an account for each caregiver that includes caregiver and care recipient contact information; the authorized budgeted amount for the caregiver, and the start and end dates during which budgeted services may be provided;
 - 2.2.2.1.2. Identify and record the type of the caregiver's authorized respite and/ or supplemental services and the names of the designated providers of respite or supplemental services; and
 - 2.2.2.1.3. Provide a release form to the caregiver in order for the Contractor and the New Hampshire ServiceLink Contractors to communicate and share information.
- 2.2.3. Processing and Paying Invoices
 - 2.2.3.1. The Contractor will pay agencies that provided respite and supplemental services to the caregiver/care recipient per approved budget.

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- 2.2.3.2. The Contractor will pay invoices submitted and approved (signed and dated) by the caregiver for actual expenses incurred by the individual or agency that provided the respite or supplemental services to the caregiver in accordance with his/her approved budget.
- 2.2.3.3. The Contractor may accept a verbal approval from a caregiver to prevent untimely payment.
- 2.2.3.4. The Contractor will keep a photocopy of the invoice or timesheet with the date and time of the verbal authorization. The original invoice or timesheet will be sent back to the caregiver to obtain the signature and date and returned to the Contractor.
- 2.2.3.5. Prior to paying invoices, the Contractor will review the approved budget for authorized services against the invoices for services presented by the caregiver and verify that the actual expense for services is an authorized expense and shall verify that there is an available balance in the caregiver's budget to pay the invoice.
- 2.2.3.6. The Contractor will flag any invoices submitted by the caregiver that are not authorized as part of the approved budget and shall notify the authorizing ServiceLink Contractor.
- 2.2.3.7. The Contractor will make payment directly to the individual or agency that provided the actual respite and supplemental services.
- 2.2.3.8. The Contractor will make payment within ten (10) business days from the date of receipt of the approved vendor invoice using the following payment cycle:
 - 2.2.3.8.1. The Contractor will make payment for vendor invoices received by the Contractor on Mondays will be paid on that Friday of the same week, and payments received on Tuesdays through Friday will be paid the following Friday.
 - 2.2.3.8.2. The Contractor will make immediate payment available to caregivers or vendors when there is proof of services in an emergency and approved by the ServiceLink Contractors.

2.2.4. Employer of Record Services

- 2.2.4.1. The Contractor will provide, at a minimum, the following services:
 - 2.2.4.1.1. Provide employer of record services for family managed employees who is an individual the caregiver hires as a respite provider and who is not an employee of an agency.
- 2.2.4.2. The Contractor and the caregiver function as co-employers of the family managed employee.
- 2.2.4.3. The Contractor and the caregiver work together to recruit, hire, supervise and discharge the family managed employee

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- 2.2.4.4. The Contractor agrees that the caregiver acts as the managing supervisor of the family managed employee and trains him/her in how to provide care to and perform the assigned tasks with the care recipient.
- 2.2.4.5. The Contractor hires the family managed employee and is responsible for human resource functions, liability, payroll and taxes.
- 2.2.4.6. The Contractor will contact the caregiver within two (2) business days of receiving the referral for FMS services from the New Hampshire ServiceLink Contractors.
- 2.2.4.7. The Contractor will schedule a home visit with the caregiver and their prospective family-managed employee, during which the Contractor will explain the requirements for employing a family managed employee, provide supervising training for the caregiver, and explain the roles and responsibilities of the caregiver as the managing supervisor.
- 2.2.4.8. The Contractor must be sensitive to the fact that this may be an entirely new process to the caregiver and will ensure that the caregiver is not overwhelmed and understands the steps, roles and responsibilities so that the caregiver can successfully supervise the family managed employee.
- 2.2.4.9. During the initial home visit, the Contractor will provide and review the intake packet of FMS practices with the caregiver.
- 2.2.4.10. The Contractor will train caregivers on their managing supervisory duties and provide additional guidance and assistance, when requested by the caregiver, in the tasks and functions relating to the managing supervisor duties such as:
 - 2.2.4.10.1. Developing a job description for the prospective family managed employee(s);
 - 2.2.4.10.2. Interviewing and recruiting;
 - 2.2.4.10.3. Conducting reference checks;
 - 2.2.4.10.4. Familiarization with Contractor's guidelines for:
 - 2.2.4.10.4.1. Health and safety;
 - 2.2.4.10.4.2. Human rights;
 - 2.2.4.10.4.3. HIPAA – confidentiality;
 - 2.2.4.10.4.4. Field employee – policies and procedures;
 - 2.2.4.10.4.5. Benefits, if applicable; and
 - 2.2.4.10.4.6. Timekeeping.
 - 2.2.4.10.5. Develop workers' performance evaluations and performance plans related to praising, coaching, corrective action, and firing of worker(s);

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- 2.2.4.10.6. Develop workers schedules;
 - 2.2.4.10.7. Develop backup plans; and
 - 2.2.4.10.8. Develop specific worker training as it relates to the duties in their job description, home care environment, and participant preferences.
- 2.2.5. Within the Contractor's guidelines, the Contractor will allow the caregiver to decide the rate of pay for their family managed employee.
- 2.2.6. The Contractor agrees that the family managed employee is subject to the Contractor's standard hiring process, application, and applicable background checks.
- 2.2.7. The Contractor will support the caregiver's personal goals by encouraging the caregiver to hire whomever they like. The Contractor makes the final decision whether or not to hire the family managed employee. The Contractor agrees that the family managed employee must meet the hiring criteria of the Contractor that includes, but is not limited to:
- 2.2.7.1. The person is over the age of 18;
 - 2.2.7.2. Passes the required background checks"
 - 2.2.7.3. Is not the spouse, the legal guardian, or the surrogate of the care recipient; and
 - 2.2.7.4. Does not live with the care recipient.
- 2.2.8. The Contractor agrees that new hires will start within thirty (30) business days of initial intake. If start date is past thirty (30) business days, the Contractor must notify the applicable ServiceLink Contractor as to the reason(s).
- 2.2.9. The Contractor agrees that the family managed employee must be successfully employed by the Contractor prior to providing services to the caregiver's care recipient.
- 2.2.10. The Contractor will review and explain, with the caregiver and family managed employee, the following items:
- 2.2.10.1. Job application and description;
 - 2.2.10.2. Managing supervisor agreement;
 - 2.2.10.3. Releases for all necessary background checks;
 - 2.2.10.4. W4 and I9 forms, including verification of identification of documents and vehicle insurance, if applicable;
 - 2.2.10.5. Emergency notification forms;
 - 2.2.10.6. Training on HIPAA and blood borne pathogens;
 - 2.2.10.7. Collection of policy acknowledgement forms for employment;
 - 2.2.10.8. Agreement to abide by the FMS Contractors policies and procedures.)
 - 2.2.10.9. Timesheet and guidance on how to complete, authorize, and submit the timesheet.

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- 2.2.10.10. Overtime rules and the impact on the caregiver's budget design.
- 2.2.11. The Contractor will prepare and distribute payroll, in accordance with Federal, state and local employment taxes, workers' compensation insurance rules and other requirements that apply when the caregiver functions as the co-employer of his/her workers;
- 2.2.12. The Contractor will process and distribute payroll for the family managed employee(s).
 - 2.2.12.1. The Contractor receives times sheets signed by the caregiver for the actual hours the family managed employee provided respite or other services for the caregiver's care recipient.
 - 2.2.12.2. Prior to processing payroll, the Contractor will review the approved budget for authorized services against the timesheets presented by the caregiver and verify that the actual expense for services is an authorized expense and will verify that there is an available balance in the caregiver's budget to pay the invoice. If a discrepancy is found in the timesheet or if there is not enough funding in the caregiver's budget, then the Contractor shall contact the caregiver and/or the respective New Hampshire ServiceLink Contractor.
 - 2.2.12.3. The Contractor will calculate the dollar amount of pay to the family managed employee and the employer's share of social security taxes, unemployment insurance and associated payroll taxes.
 - 2.2.12.4. The Contractor will collect timesheets by Monday and distribute payroll on a bi-weekly basis, with Friday pay date and ensure the paychecks are available to employees on the Friday of pay date.
- 2.2.13. The Contractor will file tax documents and pay taxes by the dates and as required by the Internal Revenue Services.
- 2.2.14. The Contractor will be responsible for providing workers' compensation liability, unemployment insurance, disability and benefit insurances, and for verifying employee citizenship or legal alien status.
- 2.2.15. The Contractor will comply with Internal Revenue Service's laws, rules, and regulations and policies governing the activities of the Employer of Record and for payroll taxes.
- 2.2.16. The Contractor will comply with all applicable federal and state laws, rules, and regulations as the Employer of Record.
- 2.2.17. The Contractor will conduct Background and Criminal Record Checks, which will, at a minimum, include the following:
 - 2.2.17.1. Criminal background checks if a potential applicant for employment or volunteer funded under this contract, may have client contact. The checks will be conducted through the county, state and national level for the past seven years;
 - 2.2.17.2. Sex offender registry; and

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2.2.17.3. Contractors which are licensed, certified or funded by DHHS shall meet the requirements of RSA 161-F:49, VII which requires the submission of the name of any prospective employee who may have client contact, for review against the BEAS State Registry.

2.2.18. Authorized Caregiver Budgets

2.2.18.1. The Contractor agrees that the caregivers who will receive FMS services are providing the highest level of care (assisting the care recipient with at least two activities of daily living) and have an authorized budget for services.

2.2.18.2. The Contractor agrees that ADRD caregivers receiving FMS services must meet the criteria in Section 2.2.18.1 and the individual being cared for must have a diagnosis of dementia.

2.2.18.3. The Contractor agrees that the authorized budget under the New Hampshire Family Caregiver Program (NHFCSP) for each caregiver is a maximum of \$2,000 per state fiscal year for Title III E.

2.2.18.3.1. The Contractor agrees that funds may be used to purchase respite services including:

2.2.18.3.1.1. In-home respite;

2.2.18.3.1.2. Adult day program services, or

2.2.18.3.1.3. Short respite stays in a facility.

2.2.18.4. The Contractor agrees that the funds may be used for approved supplemental services purchases that may include:

2.2.18.4.1. Emergency response systems,

2.2.18.4.2. Transportation to and from medical appointments and adult day services, or

2.2.18.4.3. Assistive devices and other similar items that complement the care the caregiver is providing and that are essential to preventing or delaying nursing home placement.

2.2.18.5. The Contractor agrees that supplemental services are goods and/or services that support the care that family caregivers provide and assist the caregiver in maintaining the care recipient at home. Services may include:

2.2.18.5.1. Chore-related services such as heavy housework, yard work, snowplowing,

2.2.18.5.2. Nutritional supplements like Ensure,

2.2.18.5.3. Incontinence supplies,

2.2.18.5.4. Home safety repairs or modifications that help a family caregiver to provide care,

2.2.18.5.5. Mobility aids,

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- 2.2.18.5.6. Transportation to health care or adult day services,
- 2.2.18.5.7. Adaptive or assistive equipment; e.g., devices or equipment to maintain or improve functional capacities, or
- 2.2.18.5.8. Emergency response systems.
- 2.2.18.6. The authorized caregiver budget under the Alzheimer's Disease and Related Disorders (ADRD) Program is a maximum of \$1,500 per state fiscal year.
- 2.2.18.7. The Contractor agrees that funds may be used to purchase respite services such as:
 - 2.2.18.7.1. In-home respite,
 - 2.2.18.7.2. Adult day program services, or
 - 2.2.18.7.3. Short respite stays in a facility.
- 2.2.18.8. The Contractor agrees that funding for supplemental services is not included in the ADRD Program.
- 2.2.18.9. The Contractor will work with the New Hampshire ServiceLink Contractors to accept and process changes in the caregivers' budgets and update the caregivers' accounts accordingly.
- 2.2.18.10. The Contractor will not make payments to an agency or the family managed employee that exceeds the amount authorized in the caregiver's budgets.
- 2.2.18.11. The Contractor will make payments up to the amount in the caregiver's authorized budget.
- 2.2.18.12. Should the Contractor make payments that exceed the authorized budgets, the Contractor will do so at its own expense.
- 2.2.18.13. The Contractor will not make payments to providers or the family managed employee for respite or supplemental services that are not documented in the authorized budgets.
- 2.2.18.14. The Contractor will maintain a monthly cash flow sufficient to pay all invoices and payroll requests.
- 2.2.18.15. The Contractor will keep an accounting of each caregiver's budget by:
 - 2.2.18.15.1. Recording beginning balances,
 - 2.2.18.15.2. Tracking expenditures, and
 - 2.2.18.15.3. Calculating available balances.
- 2.2.18.16. The Contractor agrees that accounts will be kept up to date with real time information.

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- 2.2.18.17. The Contractor will ensure that policies and processes are in place to prevent the caregiver from overspending.
- 2.2.18.18. The Contractor shall maintain regular and timely updating of caregiver accounts and be available to the caregiver to provide up to date account balances and expenses that would alert the caregivers when paid expenses are close to maximizing the amount of the budgets.
 - 2.2.18.18.1. At a minimum, the Contractor will notify the caregiver of their balances on, at least, a monthly basis with monthly statements.

2.2.19. Customer Service

- 2.2.19.1. The Contractor shall provide customer service to stakeholders in accordance with the following requirements:
 - 2.2.19.1.1. Stakeholders may include, but are not limited to:
 - 2.2.19.1.1.1. family caregivers,
 - 2.2.19.1.1.2. Workers,
 - 2.2.19.1.1.3. Vendors,
 - 2.2.19.1.1.4. Representatives,
 - 2.2.19.1.1.5. Guardians,
 - 2.2.19.1.1.6. Family members, and
 - 2.2.19.1.1.7. ServiceLink Contractors.
- 2.2.19.2. The Contractor will demonstrate understanding, willingness and patience to work with participants with varying levels of knowledge of financial services.
- 2.2.19.3. The Contractor will respond within two (2) business days of participants' requests for information, billing-related questions and account reconciliation. The Contractor agrees that answers and instruction shall be provided to the satisfaction of the participant.
- 2.2.19.4. The Contract agrees with the customer service requirements that include:
 - 2.2.19.4.1. Provision and publication of a toll free number that provides access to customer services and assistance;
 - 2.2.19.4.2. Communication in a variety of accessible formats (e.g., mail, fax, and email);
 - 2.2.19.4.3. Specific and published customer service hours of operation; and
 - 2.2.19.4.4. Be accessible to the caregiver and the ServiceLink Contractors during normal business hours.
 - 2.2.19.4.5. Responsiveness by responding to the caregiver within the next business day to inquiries such as status of payment requests, current balance, process questions, or other concerns.

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2.2.20. Transition Plan

- 2.2.20.1. The Contractor must have a transition plan for caregivers, ServiceLink Contractors and enrolled vendors providing services, in the event this Agreement is terminated prior to or at the completion date of the contract, that ensures uninterrupted delivery of services.
- 2.2.20.2. The Contractor will, after receiving contract award, develop and submit to the Department for approval a transition plan that includes, but is not limited to:
 - 2.2.20.2.1. A close out date for expenditures; and
 - 2.2.20.2.2. A plan to transfer all records of approved budgets for family caregivers, of expenditures, and of units of services.
- 2.2.20.3. The Contractor will transfer the records to the party identified by and in accordance with the directions provided by the Department.
- 2.2.20.4. The Contractor will designate a person responsible for coordinating the transition plan and will assign staff as is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as the Department determines is necessary.

2.2.21. Continuation of Services

- 2.2.21.1. In the event that the contract will expire or a new Contractor will be contracted, there will be an overlap of at least one month's time to facilitate the transition of records to the newly contracted agency. The current Contractor shall continue operating as the Contractor under this contract until all caregivers and their records have been successfully transitioned to the new Contractor. The Contractor remains responsible for providing the FMS services, and all terms and conditions of the contract will apply during this period.

2.2.22. Contractor's Responsibilities

- 2.2.22.1. The Contractor will utilize the format approved by the Department for notification and shall be responsible for duplication, mailing and postage expenses related to said notification to participants and those employed by current Contractor on behalf of the participants. A staff member will be available to address questions about the transition to the stakeholders.

2.2.23. Transfer of Information

- 2.2.23.1. The current Contractor will promptly supply all information necessary for the reimbursement of any outstanding expense claims submitted by program participants.

2.3. Staffing

- 2.3.1. The Contractor must address its proposed staffing model in the proposal, and in addition provide details to the following requirements:

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- 2.3.1.1. Provide sufficient staff to perform all tasks specified in this RFP to include specifics if specified. The bidder will maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as outlined in Vendor's proposal.
- 2.3.1.2. Ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 2.3.1.3. Develop a Staffing Contingency Plan, after receiving contract award, including but not limited to:
 - 2.3.1.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
 - 2.3.1.3.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
 - 2.3.1.3.3. Discussion of time frames necessary for obtaining replacements;
 - 2.3.1.3.4. Contractor's capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
 - 2.3.1.3.5. The method of bringing replacements/additions up-to-date regarding this Agreement.
 - 2.3.1.3.6. Contractor's positions will not be funded during periods of vacancy. Any funds paid for positions while vacant shall be recovered during the agreement period.

2.4. Privacy and Security of Participant Information

- 2.4.1. DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

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2.5. E Studio

- 2.5.1. The Contractor is required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. The Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the organization for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

2.6. Performance Measures

- 2.6.1. The Vendor will provide FMS services that support the following outcomes so that caregivers and their care recipients will:
- 2.6.1.1. Experience a seamless process of having invoices paid against their approved budgets in a timely manner;
 - 2.6.1.2. Have access to accurate and timely information regarding expenditures against their approved budgets.
 - 2.6.1.3. Have easy access to the FMS Contractor during normal business hours to get answers to questions and concerns regarding their FMS services in a way that they can understand.
 - 2.6.1.4. Learn how to assume and manage the role of a co-employer with training and support from the FMS Contractor.
- 2.6.2. The Contractor will demonstrate compliance with the above performance outcomes by providing:
- 2.6.2.1. Good customer service defined as timely and accurate responses to questions and issues;
 - 2.6.2.2. Ease of accessibility (by phone, email, etc.) to the Vendor; and
 - 2.6.2.3. Quality financial functions. Quality service will be defined by the number of invoices and payroll paid on a timely basis, the availability of accurate and real time information to caregivers about their budgets, accurate and timely processing and paying of invoices and payroll, and timely resolution of billing problems.
 - 2.6.2.4. The Contractor will measure the above by reporting and/or consumer feedback by using customer surveys approved by the Department. The Contractor will survey the caregivers at the end of their authorization service period.

2.7. Data Reporting Requirements

- 2.7.1. The Contractor will collect data and provide reports to caregivers, New Hampshire ServiceLink Contractors, and the Department on a monthly basis or as requested by the Department. The following outlines the minimum reporting requirements to:

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2.7.1.1. The Caregivers

2.7.1.1.1. The Contractor will facilitate the caregivers' ability to monitor and manage their budgets. By program/funding source, the Contractor will provide monthly statements to each caregiver no later than the 15th of the month for prior month's activities. The statement at a minimum shall include:

2.7.1.1.1.1. Begin and end date of the authorized services;

2.7.1.1.1.2. Total authorized budget amount by caregiver;

2.7.1.1.1.3. Number of care recipients served by each caregiver;

2.7.1.1.1.4. List and type of services provided by category: respite and/or supplemental services, for the month and year to date;

2.7.1.1.1.5. Amount of the expenditures by service type for the month and year to date; and

2.7.1.1.1.6. The available balance year to date.

2.7.1.2. New Hampshire ServiceLink Contractors

2.7.1.2.1. The Contractor shall assist the New Hampshire ServiceLink Contractors in:

2.7.1.2.1.1. Monitoring the caregiver budgets to identify caregivers who may be approaching the authorized limit of their budgets or who may be underutilizing their budgets;

2.7.1.2.1.2. Monitoring the amount of the allocated direct service dollars (for each ServiceLink Contractor) by the Department, the amount of authorized dollars and amount of expenditures to inform the ServiceLink Contractor and the Department when allocations are approaching authorized limits or underutilization;

2.7.1.2.1.3. The Contractor will provide weekly reports to each New Hampshire ServiceLink Contractor, on the expenditures and program utilization of the caregivers located in the ServiceLink Contractor's respective service area on Friday for prior

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week. The report shall include at a minimum:

- a. Copies of the statements provided to each caregiver, outlined in Section 2.7.1.1 above, serviced by each ServiceLink Contractor's site;
 - b. A monthly and year to date summary of the expenditures for all caregivers serviced by each ServiceLink Contractor's site;
 - c. Total Amount allocated to the ServiceLink Contractor;
 - d. Total authorized budget amounts;
 - e. Amount of expenditures by program and type for:
 - i. ADRD respite,
 - ii. Title III E respite, or
 - iii. Title III E supplemental services.
- 2.7.1.2.1.4. Amount of the remaining available balances;
- 2.7.1.2.1.5. Total number of caregivers by each respective ServiceLink Contractor; and
- 2.7.1.2.1.6. Total number of caregiver's care recipients by each respective ServiceLink Contractor.

2.7.1.3. Bureau of Elderly and Adult Services

2.7.1.3.1. These reports assist BEAS in monitoring the program on a statewide level and provide information needed for the annual report to the Administration for Community Living on service utilization as well as provide information to the Governor and State Legislators upon request. The Contractor will submit, by the last business day of the month, for prior month's activities. The reports shall include at a minimum:

2.7.1.3.1.1. All the information contained in Sections 2.7.1.1. and 2.7.1.2.;

2.7.1.3.1.2. A monthly and year to date summary of the caregivers':

- a. Total authorized budget amounts,
- b. Amount of expenditures by program type: respite and/or supplemental services; and, funding source,
- c. Amount of the available balances remaining to pay for services, and

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- d. Total number of care recipients by caregiver.
 - e. The number of caregivers by New Hampshire ServiceLink Contractor;
 - f. The number of care recipients by New Hampshire ServiceLink Contractor;
 - g. The number of invoices processed and paid to vendors that provide the respite or supplemental services;
 - h. The number of payrolls processed and paid to family managed employees;
 - i. The number of Contractor hours required to:
 - i. Process and pay invoices;
 - ii. Process and distribute payroll;
 - iii. Work with the caregiver to establish the employer of record service;
 - iv. Assist caregivers with questions and problems; and
 - v. Assist New Hampshire ServiceLink Contractors, family managed employees, and vendors with questions and problems.
- 2.7.1.3.1.3. The number of caregivers enrolled with the employer of record service;
- 2.7.1.3.1.4. The number of caregivers enrolled with the just the service of processing and paying invoices;
- 2.7.1.3.1.5. The number of caregivers enrolled with both employer of record services and processing and paying vendor invoices;
- 2.7.1.3.1.6. The number of family managed employees; and
- 2.7.1.3.1.7. The number of vendors by agencies and independent Contractors.

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2.7.1.4. Title III-E Annual Federal Reporting

- 2.7.1.4.1. The Contractor shall provide an annual report for the period of October 1 through September 30 to the Department by Dec 15th to complete the Title III-E Federal Report that includes, but not limited to some or all the data elements listed in Section 2.7.1.1 through 2.7.1.3 as requested by the Department.
- 2.7.1.4.2. The Contractor shall provide in the annual report a comparison of the data elements from current year to previous year, where applicable.
- 2.7.1.4.3. The Contractor shall provide explanation in writing to the Department by December 15th of each year when the comparison of the data elements in Section 2.7.1.4.2 results in a fluctuation of above or below 10% from the prior year's results.
- 2.7.1.4.4. The Contractor shall report to the Department the data elements in a format approved by the Department.

2.7.2. Waitlists

- 2.7.2.1. The Contractor will collect data from the New Hampshire ServiceLink Contractors regarding the waitlists for the Family Caregiver and ADRD programs and report the monthly and year-to-date totals to the Department each month for the following:
 - 2.7.2.1.1. The number of caregivers and care recipients on a waitlist by program and by each ServiceLink Contractor; and
 - 2.7.2.1.2. The reason(s) why a caregiver and care recipient are on a waitlist.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Services are funded with funds from the State of New Hampshire General Funds and with federal funds made available under United States Health and Human Services, Administration for Community Living, Family Caregiver Support Program, Title III E, Catalog of Federal Domestic Assistance (CFDA) #93.052
3. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the last business day of each month, which identifies and requests reimbursement for authorized expenses, by funding source, incurred in the prior month. The Department will supply the invoice template to the contractor; format of the invoice template will be similar to that of the contractor's approved budget (s). The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Bureau of Elderly and Adult Services
Department of Health and Human Services
129 Pleasant Street, Brown Building
Concord, NH 03301

4. Authorized expenses include:
 - 4.1. The actual administrative costs defined as the direct and indirect costs incurred by the FMS contractor to provide the Financial Management Services, by funding source; and
 - 4.2. The direct service dollars defined as the amount of funding to pay for costs of the authorized respite and supplemental services actually received by the caregivers and/or their care recipients and actually paid to the vendor or the family managed employee, by funding source.
5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 through B-3.
 - 5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-1 through Exhibit B-3 and in accordance with the Department approved individual program budgets.
 - 5.2. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer of the funds within Exhibits B-1, B-2, B-3, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



Exhibit B

9. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to the Department and when requested by the Department.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specify the disallowed expenditures, and inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
11. The Department will not advance funds before the services are delivered.

Exhibit B-1

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Area Agency of Greater Nashua, Inc.

**Financial Management Services for Bureau of Elderly and
Budget Request for: Audit Services Caregiver Programs**
(Name of RFP)

Budget Period: February 1, 2017 through June 30, 2017.

1. Total Salary/Wages	\$ 38,909.00	\$ -	\$ 38,909.00
2. Employee Benefits	\$ 11,085.00	\$ -	\$ 11,085.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 251.00	\$ -	\$ 251.00
6. Travel	\$ 205.00	\$ -	\$ 205.00
7. Occupancy	\$ -	\$ 600.00	\$ 600.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ 251.00	\$ -	\$ 251.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Background checks	\$ 3,134.00	\$ -	\$ 3,134.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 53,835.00	\$ 600.00	\$ 54,435.00

Indirect As A Percent of Direct

1.1%

Exhibit B-2

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Area Agency of Greater Nashua, Inc.

Financial Management Services for Bureau of Elderly and
Budget Request for: Audit Services Caregiver Programs
(Name of RFP)

Budget Period: July 1, 2017 through June 30, 2018

1. Total Salary/Wages	\$ 90,858.00	\$ -	\$ 90,858.00
2. Employee Benefits	\$ 25,815.00	\$ -	\$ 25,815.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 409.00	\$ -	\$ 409.00
7. Occupancy	\$ -	\$ 1,200.00	\$ 1,200.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Background checks	\$ 6,268.00	\$ -	\$ 6,268.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 124,350.00	\$ 1,200.00	\$ 125,550.00

Indirect As A Percent of Direct

1.0%

Exhibit B-3

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Area Agency of Greater Nashua, Inc.

Financial Management Services for Bureau of Elderly and
Budget Request for: Audit Services Caregiver Programs
(Name of RFP)

Budget Period: July 1, 2018 through September 30, 2018

1. Total Salary/Wages	\$ 22,714.00	\$ -	\$ 22,714.00
2. Employee Benefits	\$ 6,477.00	\$ -	\$ 6,477.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 125.00	\$ -	\$ 125.00
6. Travel	\$ 102.00	\$ -	\$ 102.00
7. Occupancy	\$ -	\$ 300.00	\$ 300.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ 125.00	\$ -	\$ 125.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Background checks	\$ 1,567.00	\$ -	\$ 1,567.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 31,110.00	\$ 300.00	\$ 31,410.00

Indirect As A Percent of Direct

1.0%



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
Date *4/7/17*



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Date *4/17/17*



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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1/17/17



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
[Handwritten Date: 4/17/17]



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten Signature]
Date *1/17/17*

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

1/17/17
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: President/CEO

SBP
1/17/17



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

1/17/17
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: President/CEO

Contractor Initials SBP
Date 1/17/17



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

1/17/17
Date

Sandra B. Releher
Name: Sandra B. Releher
Title: President/CEO

Contractor Initials

Date

ABP
1/17/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

ABD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

4/17/17

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/17/17
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

SBP

Date

4/17/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4/17/17
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: President/CEO

Contractor Initials: SBP
Date: 4/17/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
[Handwritten Date: 1/17/17]



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
4/17/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

ABP
4/17/17



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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4/17/17



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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4/17/17



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p><u>NH Dept of Health & Human Services</u> The State</p> <p><u>Lori Shibinette</u> Signature of Authorized Representative</p> <p><u>Lori Shibinette</u> Name of Authorized Representative</p> <p><u>Deputy Commissioner</u> Title of Authorized Representative</p> <p><u>1/18/2017</u> Date</p>	<p><u>Area Agency of Greater Nashua, Inc.</u> <u>DBA Gateways Community Services</u> Name of the Contractor</p> <p><u>Sandra Pelletier</u> Signature of Authorized Representative</p> <p><u>Sandra Pelletier</u> Name of Authorized Representative</p> <p><u>President/CEO</u> Title of Authorized Representative</p> <p><u>1/17/17</u> Date</p>
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1/17/17



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/17/17
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: President/CEO

SBP
4/17/17



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 193539343
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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1/17/17